

**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**INTERNAL POLICIES AND PROCEDURES**

**Subj:** WORKING CONDITIONS

**Date:** June 1998

**Ref:** DHRM Rule R477-8-1

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**Purpose:**

To establish policy and guidance relative to general working conditions with respect to working hours, flex-time work schedules, and telecommuting for Department of Administrative Services employees.

This policy is in accordance with the provisions of the reference, which in part, states that each agency shall write its own policies related to working conditions so long as those policies are not inconsistent with the rules established by DHRM. This policy is not intended to require a contract for shift workers or others that work a schedule prescribed by division needs.

**Policy:**

1. Each division within the department is responsible for establishing and enacting its own policy relative to working conditions related to working hours, flex-time work schedules, and telecommuting.

2. Division directors shall heed the following direction when establishing policies for their divisions:

a. **Business Hours.** Per the reference, all Department of Administrative Services divisions will be open Monday through Friday from 8 a.m to 5 p.m. Extended business hours shall be adopted to enhance service to the public and other customers when deemed appropriate or necessary.

b. **Flex-time Work Schedule.** At the discretion of their respective division directors, employees may participate in a flex-time work schedule program so long as office coverage is accomplished and customer needs are met, as discussed above. Flex-time work scheduling is not a haphazard approach where employees work whatever schedule is convenient for them on any given day. Rather, it is intended that the employee and supervisor work out a schedule that will accommodate any special needs of the employee while allowing the supervisor to ensure that all aspects of the job functions are covered. To that end, employees desiring to participate in a flex-time work schedule program should complete an agreement such as the one at Attachment (1). This agreement shall be

signed by the employee and by the employee's supervisor. Flex-time work scheduling is not a universal employee benefit. Rather, it is a privilege that may be offered to employees at the option of each division as the situation allows.

**c. Telecommuting Program.** At the discretion of their respective division directors, employees may participate in a telecommuting program. As in the case of flex-time scheduling, this is a privilege that may be offered by division directors and not a universal employee benefit. Division directors enacting a telecommuting program shall accomplish the following:

- 1) Establish a written policy governing telecommuting within their divisions - Attachment (2) is provided as an example of such policy;
- 2) Enter into a written telecommuting contract which specifies days and hours that the employee will telecommute. Furthermore, this contract should serve as an authorization for management to conduct limited inspections of the telecommute work site and specify the degree of liability regarding equipment, facilities, utilities, workplace injuries, etc. - Attachment (3) is an example of a Telecommuting Contract, Waiver and Release form;
- 3) Not allow telecommuting employees to violate overtime rules.

**State of Utah**  
**Department of Administrative Services**

**FLEX-TIME WORK AGREEMENT**

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The \_\_\_\_\_ grants permission to \_\_\_\_\_  
Division Employee Name  
to work the following flex-time schedule:

Day	Beginning Hour	Ending Hour	Lunch (30 or 60 min.)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

This schedule is set by the employee's supervisor and provides adequate work group and office coverage of functions between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The schedule includes a lunch period (30 or 60 minutes) as indicated. Lunch and break periods may not be used in such a manner as to shorten the work day. The above outlined schedule may be modified per business need at the instruction of the employee's supervisor.

This schedule will remain in effect as long as productivity is not negatively impacted and it is of benefit to the division. Additionally, non-compliance with this schedule and/or requests for frequent adjustments to this schedule will be reason for reverting to a more traditional schedule, such as 8:00 a.m. to 5:00 p.m.

By signing, the employee agrees to abide by this policy and understands that abuse of this program will result in loss of the privilege to participate in the flex time program.

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Employee signature

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Supervisor or Division Director signature



**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**INFORMATION TECHNOLOGY SERVICES DIVISION**  
**POLICY**

**TELECOMMUTING WORK OPTION**

Effective Date: 19 May 1997  
Latest Revision Date: 14 May 1997  
Owner: Gene Puckett

**PURPOSE**

To provide a program by which employees can perform their assigned work outside the office, generally within their home, relieving the employees from the daily commute to the office. Benefits from the program include trip reduction, energy conservation, better employee morale, increased productivity, and increased employee retention. See related procedure for becoming a telecommuter.

**SCOPE**

This policy applies to all ITS employees.

**BACKGROUND**

ITS policy allows employees the opportunity to accomplish their assignments at a location outside the traditional office environment. Telecommuting is feasible only for those tasks within a job which are amenable in whole or in part to being performed away from the office. Telecommuting is a cooperative agreement between an employee and ITS involving work that an employee performs regularly which the employee can accomplish outside the office environment.

**POLICY**

**General**

1. Telecommuting positions shall be identified by each section manager.
2. Employee salary, job responsibilities, benefits, and company-sponsored insurance coverage will not change due to participation in the telecommuting program.

3. This option is provided to employees who qualify and is not deemed to be a universal employee benefit. Management may cancel or modify any telecommute arrangement at any time.
4. New employees and employees in new work assignments will not be allowed to telecommute until after appropriate training and integration into ITS and their work group. Management will determine when employees are able to work effectively without constant, direct supervision.
5. Employees who are the subject of corrective or disciplinary action, or whose unsatisfactory daily work habits have been documented by management, shall not be considered for telecommuting arrangements.
6. Employees do not necessarily have an obligation to continue in a telecommuting arrangement unless required as a condition of the job or stipulated at the time of employment. Telecommuters may withdraw from this option if management agrees to the terms of the withdrawal.
7. An employee must execute a telecommuting agreement to be eligible for this program.
8. Confidentiality of state information must be maintained in the telecommuting environment according to Administrative Rule R137-2. Unauthorized disclosure will subject the employee to penalties provided by law.
9. Telecommuting should not be viewed as a substitute for dependent care. Reasonable, casual interactions with others will occur but telecommuters may not be the primary source of dependent care during time for which compensation is received from ITS.
10. Nothing in this policy precludes ITS from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this policy.

### **Worksite**

1. Telecommuters shall maintain a designated work space within the home. Responsibility for maintaining the work space as a safe place conducive to accomplishing job functions rests primarily with the telecommuter.
2. The telecommuter's designated work space will be considered an extension of the State work space. The State's liability for job-related accidents will continue during the understood and approved work hours but will be limited to this work space rather than

applying to all areas of the home. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the worksite and to complete any required forms.

3. Since telecommuting programs do not include personal customer contact or interaction with people on official business at the telecommuting worksite, the State does not cover injuries to third parties at the worksite.
4. If the telecommuting arrangement involves activities that must be cleared through zoning ordinances or home association regulations, the employee is responsible to comply and pay all required costs.
5. The State will not be liable for damages to the employee's personal or real property while the employee is working at the telecommuting worksite unless damages are caused as a direct result of malfunctioning State-owned equipment.
6. The State will not be responsible for any costs associated with using an employee's home as a telecommuting site such as maintenance, insurance, and utilities.
7. The employee will be responsible for investigating any individual tax implications resulting from using part of the home as a work space. In some circumstances, deducting the expenses of a home office may be possible. Employees should consult their tax advisor.

### **Management Rights**

1. As a condition of a telecommuting program, the State may make reasonable site inspections during approved work hours to verify document confidentiality, equipment security, safe working conditions, program compliance or other work-related matters.
2. The employer may visit the work site to retrieve equipment and other State property in case of an employee's extended illness, termination, or retirement.

### **Employee Rights**

1. Participation in a telecommuting program grants the same benefits and protections to telecommuters provided to workers at the State Office Building. This includes workers' compensation benefits, as well as defense and indemnification for claims against an employee arising out of his employment, as provided by the Utah Government Immunity Act.

### **Expenses**

1. An employee who must receive business calls or transmit data regularly as a function of their job, will typically be authorized a separate telephone line or lines for business use which will be paid for by ITS. Installation of telecommunications facilities and equipment must be ordered through ITS. Costs of such facilities should be billed to ITS and regularly reviewed by management. Telecommuters requiring only occasional communications will be expected to use their own telephone lines. Only the additional costs, if any, for business use of a personal line shall be reimbursed.
2. Employees must obtain supplies for use at the telecommuting work site from the primary office location. Generally, out-of-pocket expenses will not be reimbursed. Exceptions must be approved before any expenditure.
3. Except for unique, one-time situations, no reimbursements will be given for copying costs. All copying must be done in the office.
4. The State Office Building, or another State-controlled facility, shall be designated as the telecommuters primary work location. Telecommuters will neither be reimbursed for travel miles nor receive compensation for time spent on the first commute to their primary work location on any given day. Telecommuters required by management to make additional trips to their primary work location during approved work hours will be eligible for expense reimbursement and compensation.
5. Any expenses not specifically covered above will be considered on a case-by-case basis considering the appropriateness of the expense, other expenses reimbursed for similar non-telecommuting positions, and the overall budget.

#### **State-Owned Hardware, Software and Other Equipment**

1. ITS shall provide only the PC hardware and software, communication facilities, and other ancillary equipment required to perform job functions successfully in a telecommute environment. Equipment shall be allocated according to need and availability. Telecommuting equipment may vary among individuals. In all cases, the equipment will conform to standards set by ITS.
2. Equipment shall be issued for offsite use only with proper, signed documentation in place. The documentation shall identify the equipment by brand name, model name, serial number, and address location. The documentation shall also identify the responsible individual and shall be signed by the telecommute and the issuing employee.



3. All offsite equipment allocations and configurations shall be approved by section management in negotiation with LAN Services Group management.
4. All equipment and supplies remain the property of the State and must be used in accordance with the State's Acceptable Use Policy. Employees shall use all reasonable means to protect the State's property.
5. ITS shall be responsible for upgrades, customization, licensing, and maintenance of hardware and software. Modifications may not be made without prior approval from the appropriate support group.
6. Employees shall promptly report any damage to or loss of State-owned equipment or software to their management.
7. Only hardware and software purchased, installed, and maintained or otherwise approved by ITS will be supported by ITS support organizations. Maintenance on State equipment will be provided on a carry-in basis only.
8. Furniture, answering machines, fax machines, copiers, etc. will not be supplied by the State.
9. As stated in Administrative Rule R365-3-1, any software developed on State-owned computer equipment and/or on State time shall be the property of the State of Utah.
10. Persons who are not employed by the State shall not be allowed to use State-owned equipment unless approved by management.
11. If employees make nonstandard or unapproved hardware or software modifications to State-owned equipment or use their own or State-owned hardware or software in unauthorized ways or for unauthorized purposes, any problems or damage resulting from such modification or use shall be the responsibility of the employee. If State resources are required to resolve such a problem, the employee will be expected to reimburse the State's costs for labor, hardware, software, etc.
12. Personal use of State-owned equipment must be in accordance with the State of Utah Acceptable Use Policy and is acceptable only if storage of personal data does not interfere with or contaminate State data.
13. For telecommuters spending at least 40% of their work time in a telecommute environment, ITS will provide the following:

Desktop or notebook PC as determined by employee/management/LAN Group

ISDN line and Cisco 766 router, if required by job function  
ISDN phone set or analog phone, as required by job function  
Docking station, extra monitor/keyboard/mouse if required/desired for notebook users

For telecommuters spending less than 40% of their work time in a telecommute environment, ITS will provide the following for telecommute site use:

Earlier generation desktop PC with modem, as available  
Analog (1FR) line(s), as required by job function.

14. Notebook PC telecommute retaining personal work spaces (even reduced size) at the SOB will be allowed only one docking station, extra monitor/keyboard/mouse.

Notebook PC telecommuters using shared work spaces at the SOB will be allowed one docking station, extra monitor/keyboard/mouse for use at telecommute site as well as access to equivalent equipment in their shared work space.

Desktop PC telecommuters using shared work spaces at the SOB will be allowed to place their current technology PC at the telecommute site and have the use of equivalent equipment in their shared work space.

15. The employee is responsible for returning all equipment, supplies, work product, etc., used at the telecommuting work site upon request from the State, upon termination of participation in the telecommuting program, or upon termination of employment.

### **Employee-Owned Hardware, Software and Other Equipment**

1. Repairs to employee-owned equipment shall be the employee's responsibility.

### **Job Performance/Work Scheduling**

1. FLSA rules apply to telecommuters. The amount of time an employee is required or allowed to work will not change due to participation in the telecommuting program. Management may require overtime work where needed. Overtime work must be approved by management. Approval should be obtained in advance.
2. Telecommuters and their management should maintain a balance between the telecommuters' scheduling needs and preferences and the needs of the business. A normal telecommute schedule shall be agreed to at the inception of the telework arrangement.

Management must be informed of and agree to temporary or permanent changes to the normal work schedule.

3. The employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and supervisor according to guidelines and standards in the employee's performance plan.
4. Documented declines in performance may be grounds for canceling the telecommuting arrangement, disciplinary action or both.
5. The employee must be available for contact during work hours agreed to by management. As much as possible, those who contact telecommute should perceive no difference in responsiveness or service provided attributable to work location.

#### **Employee-Manager Communications**

1. The employee agrees to provide regular reports to help judge performance.
2. The employee and manager will agree on realistic time frames needed to accomplish assignments.
3. The employee and manager will agree on methods to communicate new assignments and progress reports on existing assignments.
4. The employee and manager will agree on required office meetings.

#### **REVISION HISTORY**

Version 1 approved by ITS management: 19 May 1997

Draft Written By: Gene Puckett

Final Completed By: Marianne Madsen

## **DEPARTMENT OF ADMINISTRATIVE SERVICES**

### **INFORMATION TECHNOLOGY SERVICES DIVISION**

#### **Telecommuting Contract, Waiver and Release Form**

I, the undersigned, being at least eighteen years of age, and in consideration for the opportunity of voluntarily performing my work duties at a location other than my assigned work location, or in consideration for the opportunity to participate in the Department of Administrative Services, Division of Information Technology Services Telecommuting or Work Away from the Office Program, do hereby agree to this waiver and release.

I certify that I have read or reviewed all of the material required by the ITS Telecommuting Work Option policy, including but not limited to, my department's rules governing telecommuting or work away from the office, the state or department policy or rules governing the use of state equipment, and the state policy on telecommuting or working away from my normal work location. I agree to abide by all of the rules and other material governing this activity. I also agree to complete all of the necessary training or instruction on telecommuting, or working away from the office provided by the Department of Administrative Services, Division of Information Technology Services. I agree that the days of the week that I will telecommute are \_\_\_\_\_ (specify days), from \_\_\_\_\_ (begin time) until \_\_\_\_\_ (end time).

I acknowledge and consent to the right of my supervisor, or others authorized by agency management, to visit and inspect my telecommute location at any time during my scheduled work hours. I understand that such visits do not have to be scheduled or arranged with me, and that I may or may not be notified of these visits in advance. I understand that such visits or inspections may be for the purpose of reviewing my work, assessing my compliance with the rules and policies governing telecommuting, assessing the safety of my telecommute work site, or other work related activities.

I certify and agree that any use of my own personal computer and/or any other personal equipment for work related activities at my home or at other locations away from my normal work site is voluntary. I agree that I will release, acquit and forever discharge the State of Utah, its agencies, departments, officers, employees, volunteers, or agents from any and all liability, claims, demands, necessary repairs, actions, attorney fees, and causes or actions whatsoever for any loss, injury, harm or claim to me or to my property that occurs during my use of my personal property or equipment for state business. I agree that, if necessary, the state may load state-owned software onto my personal computer for work related activities. I also certify that I understand that I will not be compensated in any way for the use of my personal computer or other personal equipment. I agree to notify my employer immediately upon the malfunction or failure of any equipment or software and to take other appropriate actions.

I certify that I agree to have the Department of Administrative Services, Division of Information Technology Services, place a state owned equipment, including computer, modem, printer, telephone, telephone line or other related equipment as appropriate, at my telecommute, or work away from the office, work site. I agree to exercise due diligence and care in the use, maintenance and safeguarding of this equipment. I agree to abide by the rules and/or policies of the department with regard to the use of this equipment. I acknowledge that misuse of the department's equipment or violation of the department's computer or other equipment regulations and rules may result in disciplinary action being taken against me to include the loss of the privilege of telecommuting.

I acknowledge that workers compensation benefits shall be available to me for injuries or illnesses sustained or contracted during the course and scope of my employment. I also acknowledge that workers compensation shall be the exclusive remedy for any and all job related injuries or illnesses. I further acknowledge that the workers compensation exclusive remedy provision shall apply to any injury or illness sustained or contracted at my telecommute or work away from the office work site.

I acknowledge that I retain the standard liability coverage and protections provided to me by the AUtah Governmental Immunity Act® for the work activities and products conducted or developed during the time that I work at my telecommuting or work away from the office site. I do hereby release, acquit, and forever discharge the State of Utah, its agencies, departments, officers, employees, volunteers, or agents from any and all liability, claims, demands, attorney fees, actions and causes of actions arising from damage to me, to my family , to my property, and to all others arising from activities not directly associated with my work activities.

I have carefully read and understand the contents of this and other required documents, and I specifically intend them to cover the full period that I participate in the Department of Administrative Services, Division of Information Technology Services Telecommuting or Work Away from the Office Program.

This agreement is effective from \_\_\_\_\_ until terminated by management.

*Employee Name*

\_\_\_\_\_  
*Signature*

*Date*

*Group Manager*

\_\_\_\_\_  
*Signature*

*Date*

*Section Manager*

\_\_\_\_\_  
*Signature*

*Date*

*Division Director/Assistant Director*

\_\_\_\_\_  
*Signature*

*Date*

Attachment (2 )